IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Arbitration Case No.185 of 2006

Date of Decision: July 31, 2007

M/s Ram Chand Sohan Lal **....Petitioner**

through Mr.Vikas Kumar , Advocate

v.

Punjab State Co-coperative Supply & Marketing Federation Limited and another **....Respondents**

through : None

CORAM: HON'BLE MR.JUSTICE VIJENDER JAIN, CHIEF JUSTICE

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1. Whether Reporters of Local Newspapers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

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VIJENDER JAIN, CHIEF JUSTICE (ORAL)

Petition was filed by the petitioner in the District Courts, Chandigarh on 28.5.2004 under Section 11 of the Arbitration and Conciliation Act, 1996 relying upon the arbitration clause which is to the following effect:-

> "22. ARBITRATION-: All the disputes and difference arising out of or in any manner touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the M.D. Markfed or any person appointed by him in this behalf. There will be no objection to any such appointment that the person

appointed is or was employee of Markfed or that he had to deal with the matters in which the contract relates and that in the course of his duties such an employee of the Markfed had expressed views on all or any of the matters in disputes or differences. The award of such arbitration shall be final and binding on the parties to this contract. It is a term of this contract that in the event of the arbitrator being transferred or vacating his office dying or being unable to act for any reason, the Managing Director at the time of such transfer, vacation of office, death or inability shall appoint another person to act as Arbitrator. Such a person shall be entitled to proceed with reference from the stage where it was left by his predecessor.

Provided further that any demand for arbitration in respect of any claim(s) of the Miller, under the contract shall be in writing and made within one year of the date of completion or expiry of a period of contract. If the demand is not made within the period, the claim(s) of the Miller shall be deemed to have been waived off and absolutely barred and the Managing Director shall be discharged and released of all liabilities under the contract in respect of these claims."

It has been contended before me by learned counsel for the petitioner that on 21.4.2004 the petitioner sent a notice to the respondents pursuant to the aforesaid agreement for appointment of an arbitrator. In spite of that notice having been received by the respondents which was sent by Regd. A.D. post, no arbitrator in terms of the arbitration clause was appointed by the respondents. However, in view of the law laid down in **SBP and Co. v. Patel Engineering Ltd. and another**, (2005)8 SCC 618, the matter has been transferred to this Court. This Court also issued notice of this petition. The notice has been served on the respondents. Nobody has appeared before me in spite of service. It seems that the respondents are not opposing the petition for appointment of arbitrator. Therefore,

I appoint Shri B.R.Bansal (retired Addl. District & Sessions Judge) as the sole Arbitrator to adjudicate upon all the disputes between the parties.

The Arbitrator shall fix his own fee.

Intimation of appointment be sent to the Arbitrator.

Notice of the proceedings shall be given to the parties by the Arbitrator.

Petition stands disposed of.

(VIJENDER JAIN)
CHIEF JUSTICE

July 31, 2007

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